EXHIBIT S

FELMC #4539480\$1 4.

DEED - B'ARGAIN AND SALB (Covenant as to Grantor's Anis) Stenhen Pasth This Deed is made on OCTOBER 16th 1996 Coastal Title Agency, Inc. BETWEEN FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America, having its principal office at 12222 Merit Drive, Suite 700, Dallas, Texas 75251 referred to as the COUNTY OF MONMOUTH Grantor, CONSIDERATION AND CRISTO PROPERTY MANAGEMENT, LTD. whose post office address is about to become 612 First Avenue, Asbury Park, New Jersey referred to as the Grantee. The word "Grantee" shall mean all Grantees listed above. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$24,500.00) DOLLARS. The Grantor acknowledges receipt of this money. Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Asbury Park Account No. Block No. 150 Lot No. 10 No property tax identification number is available on the date of this Deed. (Check box if applicable.) Property. The property consists of the land and all the buildings and structures on the land in the City of Asbury Park County of Monmouth and State of New Jersey. The legal description is: See attached legal description. BRING the same property conveyed to Federal Home Loan Mortgage Corporation by deed from the Sheriff of the County of Monmouth dated July 22, 1996 and recorded August 16, 1996 in Deed Book CLERK S SFFICE page 190. KONDOUTH COUNTY NEW JERBEY INSTRUDENT NUMBER 1997039067 RECORDED ON 3=11=08 PH BOOKIDB-5589 FGI510 Total Pases: 3 COUNTY RECURDING \$20.00 DEDICATED TRUST \$2,00 \$22,00

Inst.# 1997039087 - Page 1 of 3

TOTAL.

		DADOEA		
	Pursuant to c. 49,	1- 14	L EXEMPTION 6, P.L. 1975) as amended by c. 225, P.L.	1986 (N.J.S.A. 46:15-5 et seq.)
Pate of New Jersey	. SS.			PROBER'S USE ONLY
OUNTY OF Mercer			Date 4-9-9-7 Use symbol C* to indicate	By A that fee is exchalvely for county use.
) PARTY OR LEGAL REPRE	SENTATIVE	(See Instr	uctions #3, 4 and 5 on rever	
Deponent L. Stephen	Pastor		, being duly sworn s	according to law upon his/her oath
poses and says that he/she is the	Legal Repr	epentati kor, Grassa, Las	ve of the Grantor	Moer of This Co., Landing Institution etc.)
a deed dated _OCTOBER 16	1996, tra	naterring re	al property identified as Bl	lock No150
ot No loc	cated at 612 F	irst Ave	nue. Asbury Park,	Monmouth County, New Jersey
· 🗸			(51)	and annexed hereto.
CONSIDERATION (See In	natruction #6.)		*	
Deponent states that, with re sing of value constituting the enti- sity, including the remaining am reed to be used by the grantee ar ansier of title is \$ 24,500.00	espect to deed her fre compensation count of any prior and any other lien of	eto annexed paid or to mortgage or encumbr	I, the actual amount of more be paid for the transfer of to which the transfer is ance thereon not paid, sati	ney and the monetary value of any other of title to the lands, tenements or other appliect or which is to be assumed and lafted or removed in connection with the
B) FULL EXEMPTION FROM nposed by c.49, P.L. 1968, for the for the form of the	IFEE Depone ollowing reason(s):	nt claims th Explain in	detail. (See Instruction #7	ully exempt from the Realty Transfer Fee Mere reference to exemption symbol is Instrumentality, agency
or subdivision ther	eof.			
4) PARTIAL EXEMPTION	FROM FEE	NOTE: . Pailure t	All boxes below apply to a do so will void claim for	o grantor(s) only. ALL BOXES IN partial exemption. (See Instructions #8
nd #9.) Deponent claims that this deed , 1975 for the following reason(s):	transection is exe	npt from th	e increased portion of the K	tealty Transfer Fee imposed by c. 176, P.
SENIOR CITIZEN (See Inst Grantor(s) 62 yrs, of age or One or two-family residentia	ruction #8.) over, al premises.	8	Owned and occupied by gra No joint owners other than	antor(s) at time of sale. spouse or other qualified exempt owners.
BLIND (See Instruction #8.) Grantor(s) legally blind. One or two-family residentia	al premises.	8	Owned and occupied by gra No joint owners other than	antor(s) at time of sale. a spouse or other qualified exempt owners.
DISABLED (See Instruction Grantor(s) permanently and One- or two-family resident Receiving disability paymer	i totally disabled. ` ial premises.	8	Owned and occupied by gra Not gainfully employed. No joint owners other than	antor(s) at time of sale. a spouse or other qualified exempt owners.
In the case of Husband and Wip				
DOW AND MODERATE INCO Affordable According to HU Meets Income Requirement	OD Standards	(366 1960	uction #8.) Reserved for Occupancy. Subject to Resals Controls	b.
Entirely new improvement	y Durdose.		Not previously occupied.	and the second s
Deponent makes this Afridavit nerewith in accordance with the pro	to induce the County islant of c. 49, P.	ty Clerk or L. 1963.	Register of Deeds to record	i the deed and accept the fee submitted
Subscribed and sworn to before me this 16 day of OCTOBER 1996	Name of Dep	arnegie ston, Ne	-times	PHLMC Name of Grandor (type shows time) 12222 Merrit Drive, Suite 700 Dellos Tribas Sale deres of Creator in Times Sale
SARITA L. WHIGHT			/ This space for use of County	Clark or Register of Deeds.
My Commission Explices 2/28/2001	Instrument Nun Deed Number	oper	Book	Page
IMPORTANT - BEFORE COMPLET. This format is prescribed by the Directo approval of the Director.	Deed Dated ING THIS AFFIDA or, Division of Taxation	VIT, PLEAS on in the Dep	Date Record E READ THE INSTRUCTION ariment of the Treasury, as req	NS ON THE REVERSE SIDE HEREOF. nulred by law, and may not be altered without the
ORIGINAL - White Copy To be retain DUPLICATE - Yellow Copy To be fore TRIPLICATE - Pink Copy Is your file	WATCHE OF COMMING AN	Division of Tr	axation on partial exemption fro	om fee (N.J.A.C. 18:16 - 8.12).

Inst.# 1897039067 - Page 2 of 3

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant against grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper officers as of the date at the top of the first page.

Witness or Attest:

Felicia Yankson Assistant Secretary By

Stan Bak Scienard Treasurer Assistant Treasurer

STATE OF TEXAS, COUNTY OF DALLAS

SS.:

I CERTIFY that on OCTOBER 16th

, 1996

Stan Bak personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Assistant Treasurer of Federal Home Loan Mortgage Corporation, the corporation named in this Deed;
 - (b) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of the corporation;
 - (c) this person signed this proof to attest to the truth of these facts; and
 - (d) the full and actual consideration paid or to be paid for the transfer of title is \$24,500.00 (Such consideration is defined in N.J.S.A. 46:15-5).

Signed and sworn to before me on OCTOBER 16 , 1996

Pelicia Yankson Assistant Secretary

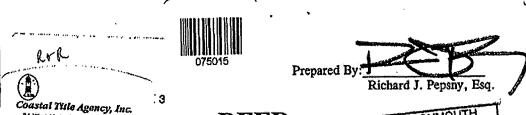
CARPITARY

Hotary Public, State of Toxas

stay Commission Expires 02-08-1988

Aty Commission Expires 02-03-1988 0

Inst# 1997039087 - Page 3 of 3



21 West Main Street • PO Box 740 Freshold, NJ 07728 1-800-521-0378

DEED

This Deed is made on, OCTOBER 16th, 1996,

COUNTY OF MONMOUTH CONSIDERATION .

BETWEEN:

Cristo Property Management, Ltd.

a corporation in the state of NEW JERSEY, having its principal office at 809 referred to as the Grantor. Highway 36, Union Beach, New Jersey 07735

AND:

whose post office address is about to be 612 FIRST LORETTA RIZZUTO referred to as Grantee. AVENUE, ASBURY PARK, NEW JERSEY

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of APP 09, 199 ONE HUNDRED TWENTY EIGHTY THOUSAND DOLLARS (\$128,000.00). The 3 11 109 PH Grantor acknowledges receipt of this money.

> Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of ASBURY PARK 150 Lot No. 10 Account No. 120 Block No.

No Property tax identification number is available on the date of this Deed. (check \$123 | box if applicable.)

Property. The Property consists of the land and all the buildings and structures 1319 87 gon the land in the CITY of ASBURY PARK County of MONMOUTH and State of New \$470 Jersey. The legal description is:

COMMONLY KNOWN AS: 612 FIRST AVENUE, ASBURY PARK, NEW JERSEY

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION.

BEING THE SAME PREMISES CONVEYED TO THE GRANTOR HEREIN BY DEED FROM FEDERAL HOME LOAN MORTGAGE CORPORATION, DATED OCTOBER 16 1996, AND BEING INTENDED TO BE RECORDED IN THE MONMOUTH COUNTY CLERK'S OFFICE SIMULTANEOUSLY HEREWITH.

COUNTY RECORDING FEE3 DEDICATED TRUST FUND COMMISSION COUNTY REALTY TRANSFER FEES STATE REALTY TRANSFER FEES

TOTAL

CLERK'S OFFICE

HONHOUTH COUNT **NEW JERSEY**

INSTRUMENT NUMBER

1997039068

800X:08-5589 PG:51

.Total Pases: 3

Station: View25 - 11/18/2010 12:51:57 PM

MONMOUTH COUNTY

Inst.# 1997039088 - Page 1 of 3

COMMONWEALTH LAND TITLE, INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18233(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey, being more particularly described as follows:

Being known and designated as part of Lot 681, on a certain map entitled "Map of Asbury Park" filed in the Monmouth County Clerk's Office on April 22, 1876 as Map No. 7-12.

Said premises being also described as follows:

Beginning at a point on the southerly line of First Avenue distant 55 feet easterly from the southeasterly corner of same and Bond Street; thence

- 1. South 26 degrees 30 minutes West, 110.0 feet to a point; thence
- 2. South 63 degrees 30 minutes East, 45.0 feet to a point; thence
- 3. North 26 degrees 30 minutes Bast, 110.0 feet to a point; thence
- 4. North 63 degrees 30 minutes West, 45.0 feet to the point and place of Beginning.

NOTE: Being known and designated as Lot 10 in Block 150 on the Tax Map of the City of Asbury Park, County of Monmouth.

ISSUED BY:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

By: WILLIAM J. KANE, President

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I CERTIFY, that on this .16th day of OCTOBER . 1996, WILLIAM J. KANE came before me in person and stated to my satisfaction, under oath, that:

(a) he is the President of ************************ the entity named in the within instrument, and was fully authorized to and did execute this instrument on its behalf;

(b) this Deed was made for the \$128,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

***Cristo Property Management, Ltd.

Signed and sworn before me on

10/16/96, 1996

Notary Public

LORRAINE E, RING NOTARY PLEILS OF NEW JERSEY LLY Commission Explice Fyb. 21, 2001 Coastal Title Agency, Inc. 21 West Main Street - PO Box 740 Freehold, NJ 07728

1-800-521-0378

Prepared by

COUNTY OF MONMOUTH CONSIDERATION DATE 4

This Deed, made this 16th day of OCTOBER, 1996

Between LORETTA RIZZUTO located at 612 FIRST AVENUE, ASBURY PARK, N.J., herein designated as Grantor

LORETTA REZZUTO & CAPITAL ASSETS PROPERTY MANAGEMENT & And INVESTMENT, CO., INC.

LORETTA RIZZUTO AS TO 40% INTEREST AND CAPITOL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC. AS TO 60% INTEREST

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NEW JERSEY 07701 herein designated as the Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of UNDER ONE HUNDRED DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of ASBURY PARK Account No. Lot 10 Block 150

No Property tax identification number is available on the date of this Deed. (Check this box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the CITY OFASBURY PARK, County of MONMOUTH, the State of New Jersey, and is commonly known as 612 FIRST AVENUE, ASBURY PARK, NEW JERSEY The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION.

THE GRANTOR WILL WARRANT, SECURE AND FOREYER DEFEND THE TITLE TO THE SUBJECT PROPERTY.

Inst.# 1997038089 - Page 1 of 5

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18233(A)

DESCRIPTION

ALL that certain tract. lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey. being more particularly described as follows:

Being known and designated as part of Lot 681, on a certain map entitled "Map of Asbury Park" filed in the Monmouth County Clerk's Office on April 22, 1876 as Map No. 7-12.

Said premises being also described as follows:

Beginning at a point on the southerly line of First Avenue distant 55 feet easterly from the southeasterly corner of same and Bond Street; thence

- 1. South 26 degrees 30 minutes West, 110.0 feet to a point; thence
- 2. South 63 degrees 30 minutes East, 45.0 feet to a point; thence
- 3. North 26 degrees 30 minutes East, 110.0 feet to a point; thence
- 4. North 63 degrees 30 minutes West, 45.0 feet to the point and place of Beginning.

NOTE: Being known and designated as Lot 10 in Block 150 on the Tax Map of the City of Asbury Park, County of Monmouth.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

6/15—AFFIDAVIT OF CONSIDERATION RIF-L INEV. 1/1/801	STATE OF N AFFIDAVIT OF CONSIDER (c. 49, P.	RATION OR EXEMPTION L. 1986)	One Commerce Drive, Creators, N. J. 07016
•	, PANTIAL E	KEMPTION	CALL D. A. ARIECES OF COM.
To Be Recorded With Deed Pu	muant to c. 49, P.L. 1968, as	amended by C. 223, F.L. 190	ORDER'S USE ONLY
ATE OF NEW JERSEY)	Consideration \$	ROBY 2 COD CO.
MONMOUTH	\$23.	Restry Transfer Fee \$	Exempt CONX
OUNTY OF	,	Date 4 - 9 - 9	to that fee is exclusively for county use.
•	mandana (n. t. duraliana fi		IR flist 100 is every
PARTY OR LEGAL REPRESENT	LVIIAE (See luxidiction .	3, 4 0110 3 311 7 7 7 7	and the second second
Deponent, LORETTA RIZZUIO		being duly swom acco	rding to law upon his/her outh deposes and
Transition of the second	GRANTOR	oparis Other, Others of this Co. Leading limites	14. (%)
	her Ornster, Grance, Legal Representative, Co	I property identified as Block N	o. <u>100 150</u>
a deed dated OCTOBER 16, 1996			
I NO.	at 612 FIRST AVENU	E. ASBURY COMMENTS	(
MONMOUTH COU	MIA ·		and annexed hereio;
CONSIDERATION (See Instruction	160		المناف الموالي المناف المالي المالية
	does benefo onnexed. the ac-	itial amount of money and the	monetary value of any other thing of value other realty, including the remaining amount
instituting the entire compensation band of	to be para to the fe to he ass	umed and agreed to be paid by the	monetary value of any other uning amount in the realty, including the remaining amount is grantee and any other lien or encumbrance
any prior mongage to which the transfer i ereon not paid, astisfied or removed in co	it - white the transfer of	title is \$	
			upt from the Realty Transfer Fee imposed by
5) FULL EXEMPTION FROM FEE 49, P.L. 1968, for the following reason(s	s): Explain in detail. (See Ins	truction #7.) Mere reference to	exemption symbol is loc assument.
	CONSIDERATION	UNDER ONE HUNDRED D	OLLARS
	AL PER MATE III	havet below amply to grantor	(s) only. ALL BOXES IN APPROPRIATE
4) PARTIAL EXEMPTION FRO	re to da 20 will vold claim for	r partial exemption. (See Instruc	closs #8 and #9)
Deponent claims that this occurrent	action is exempt from the inco	exted portion of the Realty Link	afer Fee Imposed by c.176, P.L. 1975 for the
following reason(s):	•	18 C. F. S.	•
a) SENIOR CITIZEN (See Instruction #1	3	Owned and occupied by 8	rantor(s) at time of sale. n spouse or other qualified exempt owners.
One or two-family residential prem	nises (5°	(E) No joint owners outer out	
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b) BLIND (See Instruction #8)		Owned and occupied by a	grantor(s) at time of sale.
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MONMOUTH COUNTY

Inst.# 1997039069 - Page 3 of 5

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor who has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered

in the presence of

LORETTA RIZZUTO

STATE OF NEW JERSEY

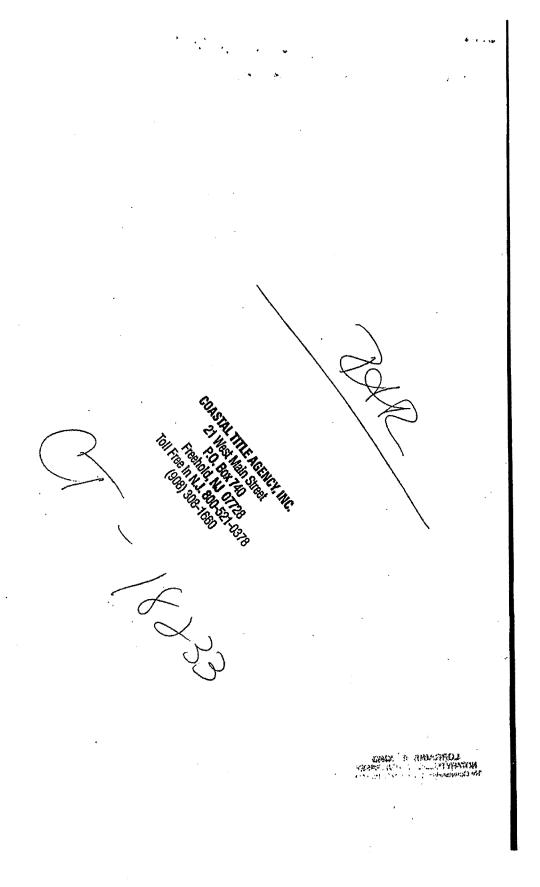
SS

COUNTY OF MONMOUTH

Be it Remembered, that on OCTOBER 16th , 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared LORETTA RIZZUTO, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in N.J.S.A. 46:15-5, is UNDER ONE HUNDRED DOLLARS.

LORRAINE E. KING

MANATA LABOR OF MEAN DESCRIPTION



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MONMOUTH COUNTY

Inst.# 1997039069 - Page 5 of 5

WHEN RECORDED MAIL TO

WALSH SECURITIES, INC 4 CAMPUS DRIVE PARSIPPANY, NJ 07054

PARSIPPANY, Loan Number: 622017

STANLEY YACKER, ESQ. 330 HIGHWAY 34 - SUITE 3 MATAWAN, NJ 07747

ISPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

THIS MORTGAGE (" Security Instrument") is given on The mortgagor is LORETTA RIZZUTO, UNMARRIED and

1996 October

("Borrower"). This Security Instrument is given to

NATIONAL HOME FUNDING, INC.

, which is organized and existing

10

NEW JERSEY under the laws of 3443 HIGHWAY 9 NORTH

and whose principal office and mailing address is FREEHOLD, NJ 07728

("Lender"). Borrower owes Lender the principal sum of

Ninety-Six Thousand Dollars And 00/100 96,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. This Security Instrument and the Note secured hereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions), as defined in New Jersey Laws 1985, ch. 353, § 1 et seq., and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security . For these purposes, Borrower does hereby mortgage, grant and convey to Lender the 96,000.00 Instrument is \$ County, New Jersey: MONMOUTH following described property located in SEE LEGAL DESCRIPTION ATTACHED HERETO



which has the address of

[Street] ("Property Address"); 07712

[Zip Code]

THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS FOR A BALLOON PAYMENT. THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST IS PAYABLE

NEW JERSEY-Single Pamily - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

Form 3031 9/90 (page 1 of 6 pages)

ITEM 1924 (9012) stem Software

MONMOUTH COUNTY

New Jersey

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18233(A)

DESCRIPTION

ALL that certain tract. lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey. being more particularly described as follows:

Being known and designated as part of Lot 681, on a certain map entitled "Map of Asbury Park" filed in the Monmouth County Clerk's Office on April 22, 1876 as Map No. 7-12.

Said premises being also described as follows:

Beginning at a point on the southerly line of First Avenue distant 55 feet easterly from the southeasterly corner of same and Bond Street; thence

- 1. South 26 degrees 30 minutes West, 110.0 feet to a point; thence
- 2. South 63 degrees 30 minutes East, 45.0 feet to a point; thence
- 3. North 26 degrees 30 minutes East, 110.0 feet to a point; thence
- 4. North 63 degrees 30 minutes West, 45.0 feet to the point and place of Beginning.

NOTE: Being known and designated as Lot 10 in Block 150 on the Tax Map of the City of Asbury Park, County of Monmouth.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

Inst.# 1997039077 - Page 2 of 10

BALLOON RIDER

LOAN# 622017

(Full Repayment Required at Maturity)

THIS BALLOON RIDER is made this 16TH day of October, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NATIONAL HOME FUNDING, INC.

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

612 FIRST AVENUE, ASBURY PARK, NJ 07712

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

The Note is a Balloon Note which means that the amount of my monthly payment is insufficient to repay the Note in full by Maturity. Therefore, the final payment will be significantly larger than the other payments under the Note

I understand that the Lender is under no obligation to refinance the Note or to modify the Note or reset the Note Rate or to extend the Note Maturity Date or the Maturity Date of this Security Instrument, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

I further understand that should I not repay the Note on or before the Maturity Date, I will be in default, and the Lender will have the right to exercise all of its rights against me because of my default, including the right to foreclosure of the Security Instrument, or other remedies permitted by law.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

(Seal)	Charles Hizzoro Cenjesto
-Borrower	EURETTA RIZZUTO //
(Scal)	
-Borrower	Augustinia de la companya del companya de la companya del companya de la companya
•	
(Scal)	•
-Borrower	
(Seal)	
-Borrower	

Balloon Rider

(8-2-95) JC-22205-11



Inst.# 1997039077 - Page 3 of 10

1-4 FAMILY RIDER Assignment of Rents

Loan Number: 622017

THIS 1-4 FAMILY RIDER is made this 16th day of October, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NATIONAL HOME FUNDING, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

612 FIRST AVENUE, ASBURY PARK, NJ 07712
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, buth tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold eatate if the Security Instrument is on a leasehold) are referred to in this i-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.

MULTISTATE 1-4 PAMILY RIDER - Famile Mac/Freddie Mac Uniform Instrument

Form 3170 9/90 (page 1 of 2 pages)

Eastern Solware ITEM 1790 (9410)

Inst.# 1997039077 - Page 4 of 10

- F. BORROWER'S OCCUPANCY. Unless Leader and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (1) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

LORETTA RIZZUTO (Seal) BOITOWER	
(Seal) -Borrower	

Form 3170 9/90 (page 2 of 2 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than tweive monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the

person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

Form 3031 9/90 (page 2 of 6 pages)

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leascholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering

on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Parally - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations

with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower, Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of

this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument: Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable aftorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 23. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

Form 3031 9/90 (page 5 of 6 pages)

•	•	
locurity Instrument, the covenants and age	at. If one or more riders are executed by B reements of each such rider shall be incorpora v Instrument as if the rider(s) were a part of this 3	ted into and shall amend and supplement
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
XX Balloon Rider	Rate Improvement Rider	Second Home Rider
XX Other(s) [specify] LEGAL	DESCRIPTION	
BY SIGNING BELOW, Borrower accounty rider(s) executed by Borrower and recording realed and delivered in the presence		(Seal) -Borrower -Borrower -Borrower
State of New Jersey,	Mon muth. County	
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and vacknowledged that she signed,	$MMM_{ML}XV$.	-Borrower ss: e me, the subscriber, personally appeared who, I am satisfied,
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and vacknowledged that she signed,	who executed the within instrument, and thereupo sealed and delivered the same as	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, on she act and Notary Public
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and vecknowledged that she signed,	who executed the within instrument, and thereupo sealed and delivered the same as	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, the sct and Notary Public E. KING NEW JERSEY
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and was acknowledged that she signed, deed, for the purposes therein expressed. This instrument was prepared by: CAR	who executed the within instrument, and thereupo sealed and delivered the same as LORRAINE NOTARY PUBLIC O LAY Commission Expl	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, the her act and Notary Public E. KING FNEW JERSEY
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and waternowledged that she signed, deed, for the purposes therein expressed. This instrument was prepared by: CAR	who executed the within instrument, and thereupon sealed and delivered the same as LORRAINE NOTARY PUBLIC O	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, the sct and Notary Public E. KING NOTARY Public E. KING NOTARY PUBLIC E. KING
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and water of the purposes therein expressed. This instrument was prepared by: CAR Receipt of a true copy of this instrument, providences:	who executed the within instrument, and thereupo sealed and delivered the same as LORRAINE NOTARY PUBLIC O LAY Commission Expl	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, ther act and E. KING FNEW JERSEY Tras Feb. 21, 2001 (Seal)
On this 16th day of LORETTA RIZZUTO and is the person(s) named in and water of the purposes therein expressed. This instrument was prepared by: CAR Receipt of a true copy of this instrument, providences:	who executed the within instrument, and thereupo sealed and delivered the same as LORRAINE NOTARY PUBLIC O LAY Commission Expl	-Borrower ss: te me, the subscriber, personally appeared who, I am satisfied, who, I am satisfied, she act and Notary Public E. KING FNEW JERSEY reas Feb. 21, 2001 (Seal) -Borrower (Seal)

EXHIBIT T

COASTAL TITLE AGENCY, INC.

P.O. BOX 740

FREEHOLD, NJ 07728

M

Patrick D. HEALY, ESQ.

PATRICK D. HEALY, ES

DEED

This Deed is made on December /6, 1996

BETWEEN

FRANK ZUCCARO and ANN ZUCCARO,

his wife

whose address is 6 School Drive, Parlin, NJ 08859, referred to as the Grantor,

AND

GIL LIMITED

whose address is 440 Ocean Ave., Long Branch, NJ 07740, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Asbury Park Block 163 Lot No. 3

Property. The property consists of the land and all the buildings and structures on the land in the City of Asbury Park, County of Monmouth and State of New Jersey. The legal description is:

BEGINNING at a point in the northerly line of Second Avenue distant 100 feet westerly from the northwest corner of Second Avenue and Bergh Street (formerly Avenue); thence

- 1. North 65 degrees 18 minutes west along Second Avenue, 50 feet; thence
- North 24 degrees 42 minutes east 150 feet; thence
- 3. South 65 degrees 18 minutes east 50 feet; thence
- 4. South 24 degrees 42 minutes west, 150 feet to the place of BEGINNING.

NOTE: Being Lot(s) 3, Block 163, Tax Map of the City of Asbury Park.

BEING the same premises conveyed to the Grantors herein by Deed from Jeffrey Meyer and Steven R. Gregory dated 25, 1985 and recorded in the Monmouth County clerk's office in Deed Book 4539 at page 696.

COUNTY OF MOMNOUTH
CONSIDERATION 93,000
RTF 325 SOUTHFF
DATE 47,77,47 BY

3688, 60b

inst.# 1997037654 - Page 1 of 3

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18948(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the northerly line of Second Avenue distant 100 feet westerly from the northwest corner of Second Avenue and Bergh Street (formerly Avenue); thence

- 1. North 65 degrees 18 minutes west along Second Avenue, 50 feet; thence
- 2. North 24 degrees 42 minutes east 150 feet; thence
- 3. South 65 degrees 18 minutes east 50 feet; thence
- 4. South 24 degrees 42 minutes west, 150 feet to the place of Beginning.

NOTE: Being Lot(s) 3, Block 163, Tax Map of the City of Asbury Park.

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

CLERK'S OFFICE MONMOUTH COUNTY NEW JERSEY

INSTRUMENT NUMBER 1997037654 RECORDED ON Apr 07, 1997 3:13:42 PH BODK:08-5588 PG:506 Total Pases: 3

COUNTY RECORDING 120.00 FEES DEDICATED TRUST 12.00 COUNTY REALTY TRANSFER FEES 173.09 STATE REALTY TRANSFER FEES \$232.41 TOTAL \$347.50

> Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date of the top of the first page.

Witnessed by:

PATRICK D. HEALY ATTORNEY AT LAW OF THE

STATE OF NEW JERSEY

STATE OF NEW JERSEY, COUNTY OF MONMOUTH, SS.:

I CERTIFY that on December /3, 1996, FRANK ZUCCARO and ANN ZUCCARO, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

is named in and personally signed this Deed; (a)

signed, sealed and delivered this Deed as his or her act and (b) deed; and

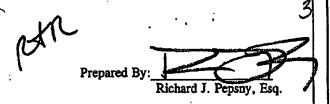
made this Deed for \$93,000.00 as the full and actual (c) consideration paid or to be paid for the transfer of title. (Such consideration is defined in NJSA 46:15-5.)

> PATRICK D. HEALY ATTORNEY AT LAW OF THE

STATE OF NEW JERSEY

COASTAL TITLE AGENCY, INC.

21 WEST MAIN STREET P.O. BOX 740 FREEHOLD, NJ 07728





DEED

This Deed is made on, DECEMBER 30, 1996,

BETWEEN:

COUNTY OF MONMOUTH

CONSIDERATION 178,090

RTF 6 24 2 add'1 RTF 4275

DATE 4 7 197 BY 00

G.J.L. LIMITED

a corporation in the state of NEW JERSEY, having its principal office at 809 Highway 36, Union Beach, New Jersey 07735 referred to as the Grantor.

AND:

LAWRENCE M. CUZZI whose post office address is about to be 305 SECOND AVENUE, ASBURY PARK, NEW JERSEY referred to as Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED SEVENTY EIGHTY THOUSAND NINETY DOLLARS (\$178,090.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of ASBURY PARK Block No. 163 Lot No. 3 Account No.

No Property tax identification number is available on the date of this Deed. (check box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the CITY of ASBURY PARK County of MONMOUTH and State of New Jersey. The legal description is:

COMMONLY KNOWN AS: 305 SECOND AVENUE, ASBURY PARK, NEW JERSEY

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION.

BEING THE SAME PREMISES CONVEYED TO THE GRANTOR HEREIN BY DEED FROM FRANK I. ZUCCARO AND ANN ZUCCARO, H/W, DATED DECEMBER 13, 1996, AND RECORDED ON_______IN_THE MONMOUTH COUNTY CLERK'S OFFICE IN DEED BOOK _____, PAGE ______. SINGLITANCEDS _____

5588.509 417997

Inst.# 1997037655 - Page 1 of 3

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18948(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

: 1

Beginning at a point in the northerly line of Second Avenue distant 100 feet westerly from the northwest corner of Second Avenue and Bergh Street (formerly Avenue), thence

- 1. North 65 degrees 18 minutes west along Second Avenue, 50 feet; thence
- 2. North 24 degrees 42 minutes east 150 feet; thence
- 3. South 65 degrees 18 minutes east 50 feet; thence
- 4. South 24 degrees 42 minutes west, 150 feet to the place of Beginning.

NOTE: Being Lot(s) 3, Block 163, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

300 Jack

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

By: WILLIAM J. KANE, President

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I CERTIFY, that on this 30TH day of DECEMBER, 1996, WILLIAM J. KANE came before me in person and stated to my satisfaction, under oath, that:

- (a) he is the President of G.J.L. LIMITED, the entity named in the within instrument, and was fully authorized to and did execute this instrument on its behalf;
- (b) this Deed was made for the \$178,090.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

CLERK'S OFFICE MONMOUTH COUNTY Signed and sworn before me on DECEMBER 30, 1996 **NEW JERSEY** INSTRUMENT NUMBER Arrest Leaven Life 1997037655 一种现在分类的 计传递的 Notary Public is server RECORDED ON Apr 07, 1997 श्वापात । देश वासक LONRAINE E. KING 1. 3:13:43 PM **我们** 医马克里氏虫虫 NOTARY PUBLIC OF NEW JERSEY BOOK: DB-5588 PG: 509 Marie Court (A. SA) My Commission Expires Feb. 21, 2001 Total Pases: 3 . The Edward GOLDEN - CHARGE OF STATE COUNTY RECORDING \$20.00 FEES DEDIC DEDICATED TRUST \$2.00 FUND COMISSION Andrew An \$178.68 30.0 TRANSFER FEES STATE REALTY \$446.07 TRANSFER FEES See . \$42.75 REALTY TRANSFER S. Oak FEES - NPNR \$689.50 TOTAL

Inst.# 1997037655 - Page 3 of 3

COASTAL TITLE AGENCY, INC.

21 WEST MAIN STREET P.O. BOX 740 FREEHOLD, NJ 07728

Prepared by

ORRAINE E. KÍ

COUNTY OF MONMOUTH

CONSIDERATION

This Beed.

made this 7TH day of JANUARY, 1997

Befween

LAWRENCE M. CUZZI

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NJ07701 herein designated as Grantor

And LAWRENCE M. CUZZI and CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC.

LAWRENCE M. CUZZI AS TO 40% INTEREST and CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC. AS TO **60% INTEREST**

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NJ 07701 herein designated as the Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of UNDER ONE HUNDRED DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of ASBURY PARK Account No. Lot 3 Block 163

No Property tax identification number is available on the date of this Deed. (Check this box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the CITY OF ASBURY PARK, County of MONMOUTH, the State of New Jersey, and is commonly known as 305 SECOND AVENUE. The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION.

THE GRANTOR WILL WARRANT, SECURE AND FOREVER DEFEND THE TITLE 5588.512 417/97 TO THE SUBJECT PROPERTY.

Inst.# 1997037656 - Page 1 of 4

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18948(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the northerly line of Second Avenue distant 100 feet westerly from the northwest corner of Second Avenue and Bergh Street (formerly Avenue); thence

- 1. North 65 degrees 18 minutes west along Second Avenue, 50 feet; thence
- 2. North 24 degrees 42 minutes east 150 feet; thence
- South 65 degrees 18 minutes east 50 feet; thence
- 4. South 24 degrees 42 minutes west, 150 feet to the place of Beginning.

NOTE: Being Lot(s) 3, Block 163, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

305

HAS AFFRACIO DE CONSULTATION (HE-1 (flow, 1/1/88)	AFFIDAVIT OF CONSIDER (c. 49, P.I	L, 1988)	One Commerce Drive, Cranford, N. J. 97016
*	PARTIAL EX	EMPTION .	*
To Be Recorded With Deed P	(c. 178, P. Tursuant to c. 49, P.L. 1968, as	L. 1975) amended by c. 225, P.L. 19	85 (N.J.S.A. 46:15-5 et req.)
			CORDER'S USE ONLY
tate of New Jersey	 .	Consideration \$	
COUNTY OF)	Realty Transfer Fee \$	- Little -
•		I I I I I I I I I I I I I I I I I I I	icate that fee is exclusively for county use.
i) Party or legal represer	TATIVE (See Instructions #		
) PARTI OR LEGAL RESIREDA	121727		
Deposent, LAWRENCE M	. CUZZI	, being duly aworn ac	cought to few abou pje, pet only qebones and
GRA	NTOR		
•	letter Courter, Courter, Loyal Representative, Con		163
a a deed datedJANUARY 7,	1997 transferring real	property identified as Block	No
ot No. 3 locate	odat 305 2nd AVEN	UE. ASBURY PARK	N.J.
•		CHANG VOCAN' MANAGES	and annexed hereto.
MONMOUTH COUN	,		
2) CONSIDERATION (See Instruction	m F6)		
			e numerary value of any other thing of value r other realty, including the remaining amount
t natur morteness to which the transfer	is subject or which is to be 1414	med and agreed to be paid by	the grantee and any other flen or encumbrance
hereon not paid, satisfied or removed in c	connection with the immier of t	uie m 9	,
3) FILL RXEMPTION FROM FE	E Deponent claims that th	is deed transaction is fully an	armet from the Reulty Transfer Pos imposed by
.49, P.L. 1968, for the following reason			
	UNDER ONE HUNDR		
CUNSTREAMING			
CONSIDERATION		,	•
(4) PARTIAL EXEMPTION FRO	we are the second such a shalow for	nardal areunidan. (See Instr	or(s) only. ALL BOXES IN APPROPRIATE ucclons 68 and 89) ansfer Peo Imposed by c.176, P.L. 1975 for the
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Inst.# 1997037658 - Page 3 of 4

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor who has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered

in the presence of

LAWRENCE M. CUZZI

STATE OF NEW JERSEY

SS

COUNTY OF MONMOUTH

Be it Remembered, that on hotary Public of New Jersey, personally appeared LAWRENCE M. CUZZI, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in N.J.S.A. 46:15-5, is UNDER ONE HUNDRED DOLLARS.

CLERK'S OFFICE MONMOUTH COUNTY NEW JERSEY

INSTRUMENT NUMBER
1997037656
RECORDED ON
APR 07, 1997
3:13:44 PM
800K:08-5588 P6:512
Total Pases: #-

COUNTY RECORDING \$20.00 FEES

DEDICATED TRUST \$2.00 FUND CONNISSION

TOTAL \$22.00

LORRAINE E. KING NOTARY PUBLIC OF NEW JERSEY A. Consideran Emires Feb. 21, 200

COASTAL TITLE AGENCY, INC.

21 WEST MAIN STREET P.O. BOX 740

FREEHOLD, NJ 07728

Loan Number: 623848

ISPACE ABOVE THIS LINE FOR RECORDING DATA

MORTGAGE

THIS MORTGAGE (" Security Instrument") is given on The mortgagor is LAWRENCE M. CUZZI

December 30, 1996

("Borrower"). This Security Instrument is given to

NATIONAL HOME FUNDING, INC.,

,which is organized and existing

under the laws of THE STATE OF NEW JERSEY , and whose principal office and mailing address is 3443 HIGHWAY 9-N HOLIDAY PLAZA, FREEHOLD, NJ 07728

("Lender"), Borrower owes Lender the principal sum of One Hundred Twenty-Four Thousand Six Hundred Dollars And 00/100

124,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S.\$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 1, 2012 . This Security Instrument secures to Lender: (a) the repayment of the debt January evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (o) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. This Security Instrument and the Note secured hereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions), as defined in New Jersey Laws 1985, ch. 353, § 1 et seq., and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security . For these purposes, Borrower does hereby mortgage, grant and convey to Lender the Instrument is \$ 124,600.00 following described property located in MONMOUTH County, New Jersey: SEE LEGAL DESCRIPTION ATTACHED HERETO

CLERK'S OFFICE MONNOUTH COUNTY NEW JERSEY

INSTRUMENT KUMBER 1997037657 RECORDED ON Apr 07, 1997 3:13:45 PM BOOK: MB-6165 PG: 743

Total Pages: 10 COUNTY RECORDING FEES

DEDICATED TRUST \$2.00

FUND COMMISSION has the address of 305 SECOND AVENUE TOTAL SIZE OF SECOND AVENUE ISsueet

07712

[Zip Code]

(Street)

("Property Address");

ASBURY PARK

* THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS FOR A BALLOON PAYMENT. THE ENTIRE PRINCIPAL BALANCE OF THE LOAM AND UNPAID INTEREST IS PAYABLE

IN FULL AT MATURITY. NEW JERSEY-Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3031 9/90 (page 1 of 6 pages)

MEastern ITEM 1924 (9012)

Software

New Jersey

DIS 8116.5954

Inst.# 1997037657 - Page 1 of 10

Station: View23 - 11/04/2010 5:43:45 PM

MONMOUTH COUNTY

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18948(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey. being more particularly described as follows:

Beginning at a point in the northerly line of Second Avenue distant 100 feet westerly from the northwest corner of Second Avenue and Bergh Street (formerly Avenue); thence

- 1. North 65 degrees 18 minutes west along Second Avenue, 50 feet; thence
- 2. North 24 degrees 42 minutes east 150 feet; thence
- 3. South 65 degrees 18 minutes east 50 feet; thence
- 4. South 24 degrees 42 minutes west, 150 feet to the place of Beginning.

NOTE: Being Lot(s) 3, Block 163, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

BALLOON RIDER

LOAN # 623848

(Full Repayment Required at Maturity)

THIS BALLOON RIDER is made this 30TH day of December, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NATIONAL HOME FUNDING, INC.,

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

305 SECOND AVENUE, ASBURY PARK, NJ 07712

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

The Note is a Balloon Note which means that the amount of my monthly payment is insufficient to repay the Note in full by Maturity. Therefore, the final payment will be significantly larger than the other payments under the Note.

I understand that the Lender is under no obligation to refinance the Note or to modify the Note or reset the Note Rate or to extend the Note Manurity Date or the Maturity Date of this Security Instrument, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

I further understand that should I not repay the Note on or before the Maturity Date, I will be in default, and the Lender will have the right to exercise all of its rights against me because of my default, including the right to foreclosure of the Security Instrument, or other remedies permitted by law.

Balloon Rider.

La mar la land	(Seal)
LAWRENCE M. CUZZI	(Seal) -Borrower
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	-Borrower
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	-Borrowes

Balloon Rider

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MONMOUTH COUNTY

Inst# 1997037657 - Page 3 of 10

1-4 FAMILY RIDER Assignment of Rents

Loan Number: 623848

THIS 1-4 FAMILY RIDER is made this 30th day of December, 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's

NATIONAL HOME FUNDING, INC.,

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

305 SECOND AVENUE, ASBURY PARK, NJ 07712 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SURIECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing. bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the :::: Security Instrument as the "Property".

B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in ELECTION IS Established the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower and a second se shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

E : E : E : D.: RENT: LOSS INSURANCE. Borrower: shall maintain insurance against rent: loss in: addition: to the other: hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT: TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.

MULTISTATE 1-4 FAMILY RIDER - Panile Mac/Freddie Mac Uniform Instrument

GEASTERN SCIWARD ITEM 1790 (9410)

- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leaschold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Londer for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Londer has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BBLOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

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Form 3170 9/90 (page 2 of 2 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record: Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8; in lieu of the payment of mortgage insurance premiume. These items are called Berrow Items. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"); unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrowitems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Punds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Punds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall

pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londer at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the note. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (o) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

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requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not a be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursoment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

 Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Parnily -- Fannic Mac/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages) condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any same already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reisonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Bnvironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toole or hazardous substances by Bavironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Bavironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Leader further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 23. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

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	t. If one or more riders are executed by	y Borrower and recorded together with the
24. Riders to this Security Instrument courity Instrument, the covanants and agre se covenants and agreements of this Securi Theck applicable box(es))	sements of each such rider shall be incorp	porated into and shall amend and suppleme
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Ridar	Planned Unit Development Rid	ler Biweekly Payment Rider
XX Balloon Rider	Rate Improvement Rider	Second Home Rider
XX Other(s) [specify] LEGAL	DESCRIPTION	
BY SIGNING BELOW, Borrower acce ny rider(s) executed by Borrower and reco	pts and agrees to the terms and covenants rded with it.	s contained in this Security Instrument and i
igned, sealed and delivered in the presence	e of:	(Soal
Farrain Office	LAWRENCE M. CU	ZZI -Borrowe
Comme Syrie		(Seal
		(Seal
		-Bollowe
		(Seal
STATE OF NEW JERSEY, On this 30th day of	MANAGERY	-Borrowe unty ss: efore me, the subscriber, personally appears
On this 30th day of AWRENCE M. CUZZI is the person(s) named in and cknowledged that he signed, s	December , 1996 , be who executed the within instrument, and the called and delivered the same as	Borrowe anty ss: efore me, the subscriber, personally appears thereupon he his
On this 30th day of AWRENCE M. CUZZI is the person(s) named in and cknowledged that he signed, seed, for the purposes therein expressed.	who executed the within instrument, and to ealed and delivered the same as LORRAINE E. NOTARY PUBLIC OF M. My Commission Expires	Borrowe anty ss: efore me, the subscriber, personally appears who, I am satisfie thereupon he his Notary Publ
On this 30th day of AWRENCE M. CUZZI is the person(s) named in and cknowledged that he signed, seed, for the purposes therein expressed.	who executed the within instrument, and to ealed and delivered the same as LORRAINE E. NOTARY PUBLIC OF NI My Commission Expires in	Borrowe anty ss: efore me, the subscriber, personally appears who, I am satisfie thereupon he his KING EW-SERSEY Feb. 21, 2001
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